

## LAW INTELLIGENCE

SUPREME COURT—CHAMBERS.—Sept. 13.—Before Justice Ingraham.

THE WEST WASHINGTON MARKET CASE.—THE CITY PUT IN POSSESSION.

James B. Taylor, Esq.—The Mayor, &amp;c.

This is a motion in an order to show cause why James B. Taylor should not be attached and punished for contempt in not obeying the order of the Court, in persisting in collecting the rents of the West Washington Market property, and thus refusing to deliver up the possession of said property as contemplated by the order of Judge Ingraham; and also why a writ of possession should not issue in behalf of the defendants, &c.

Mr. McKeon opened for the Corporation, and read affidavits of Mr. Franklin, Collector of the City Revenue, and others, that he had demanded Mr. Taylor to give up the possession of the market property, and to desist from collecting more rents, agreeably to the order of Judge Ingraham, which Mr. Taylor had not only refused, but had, on the contrary, persisted in demanding the rents, &c.

Ex-Judge Edmonds objected to the affidavits submitted, and received, because they were not filed in the margin of each hand-writen words, in a concurrence with the ruling of the Court, and he did not know to whom to return the papers for proper preparation, because the name of the attorney serving the same were not thereon. This procedure was personally and unnecessarily harsh against Mr. Taylor, and hence he deemed it his duty to take cognizance of every legitimate objection, and at the other side, allowed by the rules and practice of the Courts. There was no desire or intention to make factions opposition to the order of the Court, but in a proceeding so personally severe, they may take every advantage.

Mr. McKeon replied that as to the matter of contempt, as it now stood, he had been informed yesterday, that no order would come up very early in the morning at twelve o'clock. As to the regularity of the paper, it was well known that we were the attorneys for the applicants, and if not, then the papers should be in accordance with the provisions of the rule under which the object in was raised, have been returned to the party serving him.

The Court said that the plaintiff had waived his objection by not returning the papers to the defendants, the party making the motion. The motion must therefore go on.

Mr. McKeon then suggested that there was no argument in the case. The order of the Court had been duly entered and served, and he could only ask what the other side had for not obeying such order.

Judge Edmonds then raised many technical objections, in a somewhat elaborate argument.

Mr. Noyes replied briefly, stating that he did not desire necessary to argue the propriety of the Court's ordering its own orders, but submitted the motion at once.

The Court granted the motion as to the writ of possession. Subsequently, the order was entered and the writ of possession duly issued and placed in the hands of the Sheriff, who will forthwith put the City in possession.

A COURTESY SEEKING LIBERTY.

Madeline Pedro, who is in custody on a charge of defrauding various parties, and the cognovis of Creditors, has applied for a writ of habeas corpus, by which it is alleged that she is in custody, by which it is alleged that an indictment had been entered against her.

Henry Remond, Administrator, att. Samuel Phillips.—Motion denied, with leave to defendants to do so, &c.

Edward Hubbard, age 18, F. Fisher, et al.—Motion granted.

Henry C. Gibson, et al. John Hunt, Ball reduced to \$500.

James R. Smith, et al. Roswell G. Pier—Motion granted with effects.

COURT—Sept. 19.—Before Justice LEONARD.

COLUMBUS ALEXANDER, Wm. C. Johnson.

GENERAL TRUSTS.—Sept. 19.—Before Justices SUTHERLAND, HENRY and ALLEN.

SUIT FOR SERVICES.

William Clark, executor of William A. Heerman, et al. John S. Gillett.

It appeared that the defendant owned one-quarter share of a contract with the United States Government for the construction of a dry-dock and marine station at Mar-Land, California. By a contract made in February, 1859, Mr. Heerman and others agreed to pay to the defendant \$10,000, and the other \$100,000, by the state of the District of Columbia, less than appearing to have been made out of the sum of \$100,000, being the full amount and no more.

Besides & Rice for plaintiff.

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